

PostNet Name: Postnet - Mtubatuba

Tel No.: (+27) 0355500405 Acc. No.: PN267

From: (Sender) Postnet - Mtubatuba

Street Address Shop 3 Wycliff Building

Cnr. St Lucia & Jacaranda Roads

Suburb Mtubatuba City/Town KwaZulu-Natal

Country South Africa Code 3935

Contact Nhlahlah Ndlozi Tel (+27) 606860470

E-mail mtubatuba@postnet.co.za

Insurance Yes ☒ If yes, state value

Domestic

☐ Overnight Courier☒ Economy (48-72hrs)☐ Dawn Courier☐ Saturday☐ Non Express (24-48hrs)☐ Same Day Courier☐ Other Specify☐ Public Holiday After Hours

International

☐ DOCUMENTS☐ NON-DOCUMENTS

No. of Parcels	Description of goods	Length in cm	Breadth in cm	Height in cm	Mass in kg
1	Documents	40.00	30.00	1.00	2.00

1	Total No. of Parcels	Total Vol	0.24	Total Mass	2.00
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POSTNET AND ARADEX RESERVE THE RIGHT TO MARK THE SERVICE "OVERNIGHT EXPRESS" FOR "DOMESTIC" SHOULD NO SERVICE BE SELECTED

POSTNET
Courier
an aramex company

ACCEPTED BY POSTNET

Carmen

Name

Signature

2019-06-06 12:49:52

Date Time

WE HAVE SEEN AND AGREE TO THE STANDARD CONDITIONS OF CARRIAGE (OVERLEAF) WHICH SHALL APPLY TO THIS CONSIGNMENT AND ALL FUTURE CONSIGNMENTS ACCEPTED BY POSTNET. WE FURTHER DECLARE THAT THIS CONSIGNMENT DOES NOT CONTAIN DANGEROUS GOODS

EXPRESS PACK SECURITY
NUMBER ON LIP OF FLYER

SENDER'S DETAILS

Name: Nhlahlah Ndlozi Date: 2019-06-06

Signature: Time: 12:49:52

CHARGES	RANDS	CENTS
Basic Tariff		
Surcharge		
Insurance		
Packaging Surcharge		
VAT		
TOTAL INCL. VAT		

To track your shipment go to: www.postnet.co.za or call 0860 POSTNET (7678638)

POSTNET STANDARD CONDITIONS OF CARRIAGE

1. DEFINITIONS
- 1.1 In these terms and conditions of carriage, the following terms shall have the following meanings: 1.1.1 "the company" - means PostNet Southern Africa (Pty) Ltd, or the independent PostNet franchisee issuing the waybill or providing the service to the shipper; 1.1.2 "consignment" - means all goods transported under a single waybill; 1.1.3 "goods" - includes all goods, parcels or documents transported by the company for the shipper, and includes the packaging in which such goods or documents are contained; 1.1.4 "the shipper" - includes any person, natural or corporate, at whose request or initiative, or on whose behalf, or for whose account, the company transports the goods, and specifically includes the sender of the goods; 1.1.5 "transport" - includes the handling, loading, unloading, storage and carriage of the goods, and includes any services provided by the company in connection therewith and "transportation" shall have a corresponding meaning; 1.1.6 "waybill" - includes any waybill pertaining to the goods; 2. APPLICATION OF TERMS AND CONDITIONS
- These terms and conditions of carriage apply to all goods transported by the company.
3. SHIPPER'S WARRANTIES
- 3.1 The shipper warrants that: 3.1.1 It is the owner of the goods or is authorized by the owner to deal with the goods; 3.1.2 All information, instructions and documents supplied by it to the company shall be true and correct in every respect; 3.1.3 All descriptions, values and other particulars furnished by it to the company, including those reflected on the waybill, shall be true and correct in every respect; 3.1.4 All goods will be properly and appropriately packed, marked, labeled and addressed so as to ensure safe transportation; 3.1.5 All goods will have been prepared for packing in a secure, controlled environment and will have been protected against any fire or other cause of loss or damage; 3.1.6 The goods, or any part thereof, do not contain illegal articles, or hazardous articles, or articles prohibited or restricted for distribution, in terms of any national or international law or regulation, or the dictates or requirements of any airline or airport or applicable authority, including those of The International Air Transport Association; 3.1.7 The goods will themselves comply with, and will be packed, marked and labeled in such a manner as to comply with, all applicable national and international laws or regulations, or the dictates or requirements of any airline or airport or applicable authority, including those of The International Air Transport Association; 3.1.8 The goods will have been properly entered and cleared for import or export and will comply with all laws relating to their import or export; 3.1.9 The goods will be supplied with, and accompanied by, all documents required for their import or export; 3.1.10 It is registered with customs and operates as an exporter, or importer, as the case may be, if applicable; 4. RIGHT OF INSPECTION
- The company is entitled (but not obliged) to open, to inspect, the goods, at any time.
5. PROHIBITED GOODS
- 5.1 The shipper shall not deliver the following goods into the possession of the company: 5.1.1 bullion, currency, precious stones or metals, jewelry, antiques, art works or other valuable; 5.1.2 human remains, livestock, or animal or plant matter; 5.1.3 glass, glassware, pottery, crockery, porcelain, china or other fragile goods; 5.1.4 any goods which may be, or become, a contaminant, dangerous, inflammable, noxious, toxic, or in any other way harmful or injurious to persons or property; 5.2 Should the shipper deliver any such goods into the possession of the company in breach of the provisions of 5.1 and/or should the company never be the transporter of such goods, the company shall incur no liability in respect of such goods, and the shipper shall be deemed to have indemnified the company against all loss, liability or damage caused to the company as a result of the tender of the goods to the company and/or the transportation of the goods by the company; 6. TRANSIT TIME, ROUTING AND DELIVERY
- 6.1 The company will use its best effort to transport and to deliver the goods in accordance with its advertised services and schedules and/or with the service selected on the waybill but does not guarantee same or the availability of same, shall be entitled to depart from same, and is also not responsible for delays occasioned by events beyond its control; 6.2 The company shall have an absolute discretion as to the means, routes and procedures to be followed in the transportation of the goods; 6.3 The company will use its best efforts to deliver the goods to the address as reflected on the waybill, although not necessarily to the consignee in person. Should the consignee refuse delivery, or should the company be unable to locate the consignee, or should the company be unable to deliver the goods for any other reason whatsoever, the company will use its best efforts to return the goods to the shipper, if so instructed, at the shipper's expense, failing which the company shall be entitled, at its discretion, to detain, store, sell, abandon or destroy the goods, or any part thereof, at the risk and expense of the shipper; 6.4 In addition thereto, should the consignee fail to take delivery of or collect the goods for any reason whatsoever, within 90 days of being called upon to do so, the owner of the goods shall be deemed to have irrevocably abandoned and relinquished its ownership of and in the goods; 7. INSURANCE
- 7.1 The company will endeavor to obtain for the shipper such insurance as the shipper timely and in writing instructs it to effect, subject to payment by the shipper of the applicable premium; 7.2 Such insurance will be subject to such exceptions, exclusions, limitations, maximums and conditions as may be imposed by the insurer taking the risk; 7.3 The company shall be under no obligation to insure consignments separately but may insure consignments under any open or general policy held by it from time to time; 7.4 It is the responsibility of the shipper to acquire itself with the exceptions, exclusions, limitations, maximums and conditions applicable to any open or general policy held by the company from time to time, and the company does not guarantee that all goods will be capable of being insured, or that all risks will be capable of being insured against, or that insurance will be obtained for the amount requested by the shipper; 7.5 To the extent that the company agrees to arrange insurance for the shipper, it does so as agent; 8. CHARGES AND PAYMENTS
- 8.1 Charges are calculated according to the higher of actual or volumetric weight. The company shall have the right to re-weigh and to re-measure any goods delivered to it for transportation and to correct any under-declaration of weight; 8.2 The shipper shall be liable for any duties, taxes, imports, levies, surcharges, fines, penalties, deposits or outlays levied by, or payable to, authorities, intermediaries or other third parties in connection with the goods, on the transportation thereof, and for any disbursements made by the company on its behalf in this regard; 8.3 Where the company agrees to bill its charges and disbursements, or any portion thereof, to the consignee or any other person, the shipper will nevertheless be the last remain responsible for the payment thereof if they are not paid in full by such consignee or other person, immediately when due; 8.4 Unless otherwise agreed to in writing, all amounts due to the company are payable in cash upon presentation of account, without deduction or set off; 8.5 The shipper shall not be entitled to withhold or to defer payment because of any claim or reason that it might allege; 8.6 The company shall be entitled to revise its rates from time to time, without prior notice to the shipper; 9. LIMITATION OF LIABILITY
- 9.1 Where the transportation of the goods is governed by the Montreal Convention, the company's liability for delay, loss or damage to the goods shall be limited in accordance with the provisions thereof; 9.2 Where the transportation of the goods is not governed by the Montreal Convention, the company's liability for delay, loss or damage to the goods shall, without prejudice to its right to rely on any other ground of limitation or exception contained herein, be limited in any event to the lesser of: 9.2.1 R1 000.00 per consignment; or 9.2.2 The value declared on the waybill (if any); or 9.2.3 The actual replacement value of the goods; 9.3 The company shall not be liable for any indirect or consequential damages or loss, loss of or damage to profits, income, business or goodwill, or contractual penalties; 10. EXCLUSIONS
- 10.1 An act of God, cause fortuita, vis major or any circumstance beyond the company's control; 10.2 An act or omission on the part of the shipper, the consignee or any other third party; 10.3 Any latent defect, or inherent vice or weakness, in the goods; 10.4 Any reason other than a grossly negligent act or omission on the part of the company; 11. CLAIMS
- 11.1 Any claim against the company must be notified to the company in writing accompanied by copies of all relevant documentation, within 14 days of the date of delivery of the goods by the company or, in circumstances of non-delivery, within 14 days of the scheduled delivery date of the goods, failing which it shall be deemed to have been extinguished for all purposes; 11.2 Subject to compliance with 11.1, any claim against the company shall be extinguished for all purposes 365 days after the date of delivery of the goods by the company or, in circumstances of non-delivery, after the scheduled delivery date of the goods, unless prior to the expiry of the period a summons or other process instituting legal action has been served on the company; 11.3 The signature of the consignee on the waybill, in acknowledgment of having received the goods referred to therein in good order and condition, shall be prima facie proof of the goods referred to therein having been properly delivered by the company, in good order and condition; 11.4 Any claim against the company for loss or damage to the goods shall, in addition to 11.1 and 11.2, be extinguished for all purposes unless the consignee notes the nature of such loss or damage on the waybill at the time of taking delivery; 11.5 The provision of 11.4 shall apply even though the consignee may have endorsed the waybill with the words: "not checked" or some similar such words; 12. LITIGATION
- 12.1 The goods, and all documents relating thereto, as well as any refunds, repayments, claims and other recoveries processed by the company on the shipper's behalf, shall be subject to a special and general lien and pledge, in favour of the company, either for monies due in respect of such goods or for other monies due to the company by the shipper; 12.2 If any monies due to the company are not paid in full within 14 days after written notice has been given to the shipper demanding payment and noting that such goods or items have been detained, the goods or other items may be sold by auction, or otherwise disposed of, at the company's discretion and at the shipper's expense, and the net proceeds, after expenses, applied in or towards satisfaction of such indebtedness; 13. INDEMNITY
- The shipper indemnifies the company against all liabilities, damages, claims, costs and expenses incurred or suffered by the company arising directly or indirectly from, or in connection with, the shipper's instructions or their implementation by, or on behalf of, or at the instance of the company, in relation to the transportation of the goods (even where the company has consented to the transport of the goods); or where the company has consented to the transport of the goods; or where the company has consented to the transport of the goods; 14. PACKING
- 14.1 It is the shipper's sole responsibility to ensure that all goods are properly and appropriately packed, marked, labeled and addressed, and the company shall have no obligation whatsoever in this regard; 15. GENERAL
- 15.1 These terms and conditions constitute the whole agreement between the company and the shipper as to the subject matter hereof and no agreement, representation or warranty between the company and the shipper, other than those set out in these terms and conditions are binding on the parties; 15.2 No amendment to, or alteration of, or variation of, or deletion of, or addition to, or cancellation of, these terms and conditions, whether consensual or unilateral or bilateral, shall be of any force and effect unless reduced to writing and signed by the company and the shipper; 15.3 Any deletion, addition to or cancellation of these terms and conditions, shall be of no force and effect unless reduced to writing and signed by the company and the shipper; 15.4 No failure, indulgence or extension of time granted by the company to the shipper shall in any way prejudice the rights of the shipper, nor shall it be construed as a waiver; 15.5 Each of the provisions of these terms and conditions shall be considered as separate terms and conditions and to the extent that these terms and conditions are affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality; 15.6 The validity and interpretation of these terms and conditions will be governed by, and construed in accordance with, the laws of the Republic of South Africa; 15.7 A certificate signed by a manager of the company certifying the amount due to it by the shipper, or certifying any other fact, matter or thing in relation to the transportation of the goods, shall be prima facie proof thereof; 15.8 The shipper authorizes the company to perform any of the following activities on its behalf in order to facilitate the transportation of the goods: the completion of any document; the making or amendment of any declaration; the entry or clearance of the goods for import or export at the expense of the shipper; the disbursement of any amount in connection with the goods; the performance of any other activity reasonably required by, or reasonably incidental to, the transportation of the goods; 15.9 The shipper shall ratify, allow and confirm anything it does by the company on its behalf in full and shall reimburse the company for any amount so disbursed by it; 15.10 The company may subcontract all or part of the transportation to any third party, on such conditions as may be stipulated by such third party. Should it do so, the third party shall have no liability whatsoever to the shipper and, in addition thereto, any limitation of liability, immunity, exemption or defence available to the company shall be extended to the third party who shall be deemed to have assigned to the company all its rights in the matter; 15.11 The shipper irrevocably and exclusively assigns any right to claim against any officer or employee of the company for any act or omission committed by such officer or employee in connection with, or arising out of, the transportation of the goods; 15.12 The company is neither a common carrier nor a public carrier and may decline to transport any goods delivered into its possession.

To view the Standard Conditions of Carriage online, Please visit <http://www.postnet.co.za/standard-conditions-of-carriage>

PostNet Name: Postnet - Mtubatuba

Tel. No.: (+27) 0355500405 Acc. No.: PN267

From: (Sender) Postnet - Mtubatuba

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Cnr. St Lucia & Jacaranda Roads

Suburb Mtubatuba City/Town KwaZulu-Natal

Country South Africa Code 3935

Contact Nhlahlah Ndlozi Tel (+27) 606860470

E-mail mtubatuba@postnet.co.za

Insurance Yes ☒ If yes, state value

Domestic ☐ Overnight Courier ☒ Economy (48-72hrs) ☐ Express Courier ☐ Saturday ☐
☐ Non Express (24-48hrs) ☐ Same Day Courier ☐ Other Specify ☐ Public Holiday After hours

No. of Parcels	Description of goods	Length in cm	Breadth in cm	Height in cm	Mass in kg
1	Documents	40.00	30.00	1.00	2.00

1	Total No. of Parcels	Total Vol	0.24	Total Mass	2.00
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POSTNET AND ARAMEX RESERVE THE RIGHT TO MARK THE SERVICE "OVERNIGHT EXPRESS" FOR "DOMESTIC" SHOULD NO SERVICE BE SELECTED

POSTNET
Courier
 and aramex company

ACCEPTED BY POSTNET

Carmen

Name

Signature

2019-06-06 12:52:17

Date Time

To track your shipment go to: www.postnet.co.za or call 0860 POSTNET (7678638)

PNA26753890230

Senders Copy

To: (Receiver) National Treasury

Street Address 40 Church Square

Suburb Pretoria City/Town Gauteng - PRY

Country South Africa Code 0002

Contact Linda Kruger Tel (+27) 123155944

E-mail

International ☐ DOCUMENTS ☐ NON-DOCUMENTS

WE HAVE SEEN AND AGREE TO THE STANDARD CONDITIONS OF CARRIAGE (OVERLEAF) WHICH SHALL APPLY TO THIS CONSIGNMENT AND ALL FUTURE CONSIGNMENTS ACCEPTED BY POSTNET. WE FURTHER DECLARE THAT THIS CONSIGNMENT DOES NOT CONTAIN DANGEROUS GOODS

EXPRESS PACK SECURITY
NUMBER ON LIP OF FLYER

SENDER'S DETAILS

Name: Nhlahlah Ndlozi Date: 2019-06-06

Signature: Time: 12:52:17

CHARGES

RANDS

CENTS

Basic Tariff

Surcharge

Insurance

Packaging Surcharge

VAT

TOTAL INCL. VAT

POSTNET STANDARD CONDITIONS OF CARRIAGE

- 1.1 In these terms and conditions of carriage, the following terms shall have the following meanings: 1.1.1 "the company" - means Postnet Southern Africa (Pty) Ltd, or the independent Postnet franchisee using the waybill or providing the services to the shipper. 1.1.2 "consignment" - means all goods transported under a single waybill. 1.1.3 "goods" - includes all goods, parcels or documents transported by the company for the shipper, and includes the packaging in which such goods or documents are contained. 1.1.4 "the shipper" - includes any person, natural or corporate, at whose request or instance, or on whose behalf or for whose account, the company transports the goods, and specifically includes the sender of the waybill. 1.1.5 "transport" - includes the handling, loading, unloading, storage and carriage of the goods, and includes any services provided by the company in connection therewith and "transportation" shall have a corresponding meaning. 1.1.6 "waybill" - includes any waybill pertaining to the goods. 2. APPLICATION OF TERMS AND CONDITIONS
- These terms and conditions of carriage apply to all goods transported by the company.
3. SHIPPER'S WARRANTIES 3.1 The shipper warrants that: 3.1.1 It is the owner of the goods or is authorized by the owner to deal with the goods; 3.1.2 All information, instructions and documents supplied by it to the company shall be true and correct in every respect; 3.1.3 All descriptions, values and other particulars furnished by it to the company, including those reflected on the waybill, shall be true and correct in every respect; 3.1.4 All goods will be properly and appropriately packed, marked, labeled and addressed so as to ensure safe transportation; 3.1.5 All goods will have been prepared for packing in a secure, controlled environment and will have been protected against unauthorized interference prior to delivery to the company; 3.1.6 The goods, or any part thereof, do not constitute illegal articles, or hazardous articles, or articles prohibited or restricted for transportation, or articles prohibited or restricted for distribution, in terms of any national or international law or regulation, or the dictates or requirements of any airline or airport or applicable authority, including those of the International Air Transport Association; 3.1.7 The goods will themselves comply with, and will be packed, marked and labeled in such a manner as to comply with, all applicable national and international laws or regulations, or the dictates or requirements of any airline or airport or applicable authority, including those of the International Air Transport Association; 3.1.8 The goods will have been properly entered and cleared for import or export and will comply with all laws regulating their import or export; 3.1.9 The goods will be supplied with, and accompanied by, all documents required for their import or export; 3.1.10 It is registered with customs and excise as an exporter, or importer, as the case may be, if applicable; 4. RIGHT OF INSPECTION
- The company is entitled (but not obligated) to open, and to inspect, the goods, at any time.
5. PROHIBITED GOODS
- 5.1 The shipper shall not deliver the following goods into the possession of the company: 5.1.1 billion, currency, precious stones or metals, jewelry, antiques, art works or other valuables; 5.1.2 human remains, livestock, or animal or plant matter; 5.1.3 glass, glassware, pottery, crockery, porcelain, china or other fragile goods; 5.1.4 any goods which may be, or become, a contaminant, dangerous, inflammable, noxious, toxic, or in any other way harmful or injurious to person or property; 5.2 Should the shipper deliver such goods into the possession of the company in breach of the provisions of 5.1 and/or should the company never the less transport such goods, the company shall incur no liability in respect of such goods, and the shipper shall be deemed to have indemnified the company against all loss, liability or damage caused to the company as a result of the transport of the goods by the company and/or the transportation of the goods by the company; 6. TRANSPORT TIME, ROUTING AND DELIVERY
- 6.1 The company will use its best efforts to transport and to deliver the goods in accordance with the advertised service and schedule and/or with the service selected on the waybill but does not guarantee same or the availability of same, shall be entitled to depart from same, and is also not responsible for delays occasioned by events beyond its control; 6.2 The company shall have an absolute discretion as to the means, routes and procedures to be followed in the transportation of the goods; 6.3 The company will use its best efforts to deliver the goods to the address as reflected on the waybill, although not necessarily to the consignee in person. Should the consignee refuse delivery, or should the company be unable to locate the consignee, or should the company be unable to deliver the goods for any other reason whatsoever, the company will be its best efforts to return the goods to the shipper, if so instructed, at the shipper's expense, failing which the company shall be entitled, at its discretion, to detain, store, sell, abandon or destroy the goods, or any part thereof, at the risk and expense of the shipper; 6.4 In addition thereto, should the consignee fail to take delivery of or collect the goods for any reason whatsoever, within 60 days of being called upon to do so, the owner of the goods shall be deemed to have irrevocably abandoned and relinquished its ownership of and in the goods; 7. INSURANCE
- 7.1 The shipper may endeavor to obtain for the shipper such insurance as the shipper timely and in writing instructs it to effect, subject to payment by the shipper of the applicable premium; 7.2 Such insurance will be subject to such exceptions, exclusions, limitations, maximums and conditions as may be imposed by the insurer taking the risk; 7.3 The company shall be under no obligation to insure consignments separately but may insure consignments under any open or general policy held by it from time to time; 7.4 It is the responsibility of the shipper to acquaint itself with the exceptions, exclusions, limitations, maximums and conditions applicable to any open or general policy held by the company from time to time, and the company does not guarantee that the goods will be capable of being insured, or that all risks will be capable of being insured against, or that insurance will be obtained for the amount requested by the shipper; 7.5 To the extent that the company agrees to arrange insurance for the shipper, it does so as agent, for and on behalf of the shipper, notwithstanding that the premium may be paid by the company; 7.6 Save to the extent set out in these terms and conditions, the transportation of the goods are entirely at the owner's risk.
8. CHARGES AND PAYMENTS
- 8.1 Charges are calculated according to the highest of actual or volumetric weight. The company shall have the right to re-weigh and to re-measure any goods declared in it for transportation and to correct any under-declaration of weight; 8.2 The shipper shall be liable for any duties, taxes, imports, levies, purchases, fines, penalties, deposits or outlays levied by, or payable to, authorities, intermediaries or other third parties in connection with the goods, or the transportation thereof, and for any disbursements made by the company on its behalf in this regard; 8.3 Where the company agrees to bill its charges and disbursements, or any portion thereof, to the consignee or any other person, the shipper will nevertheless be the less remain responsible for the payment thereof if they are not paid in full by such consignee or other person, immediately when due; 8.4 Unless otherwise agreed to in writing, all amounts due to the company are payable in cash upon presentation of account, without deduction or set off; 8.5 The shipper shall not be entitled to withhold or to defer payment because of any claim or reason that it might allege; 8.6 The company shall be entitled to revise its rates from time to time, without prior notice to the shipper.
9. LIMITATION OF LIABILITY
- 9.1 Where the transportation of the goods is governed by the Montreal Convention, the company's liability for delay, loss or damage to the goods shall be limited in accordance with the provisions thereof; 9.2 Where the transportation of the goods is not governed by the Montreal Convention, the company's liability for delay, loss or damage to the goods shall, without prejudice to its right to rely on any other ground of limitation or exception contained herein, be limited in any event to the sum of: 9.2.1 R1 000.00 per consignment; or 9.2.2 The value declared on the waybill (if any); or 9.2.3 The actual replacement value of the goods; 9.3 The company shall not be liable for any indirect or consequential damages or loss, however arising, including loss of profits, income, business or goodwill, or contractual penalties; 10. EXCLUSIONS
- 10.1 An act of God, civil unrest, war, major or any circumstances beyond the company's control; 10.2 An act or omission on the part of the shipper, the consignee or any other third party; 10.3 Any latent defect, or inherent vice or weakness, in the goods; 10.4 Any reason other than a grossly negligent act or omission on the part of the company.
11. CLAIMS
- 11.1 Any claim against the company must be notified to the company in writing accompanied by copies of all relevant documentation, within 14 days of the date of delivery of the goods by the company or, in circumstances of non-delivery, within 14 days of the scheduled delivery date of the goods, failing which it shall be deemed to have been extinguished for all purposes; 11.2 Subject to compliance with 11.1, any claim against the company shall be extinguished for all purposes 365 days after the date of delivery of the goods by the company or, in circumstances of non-delivery, after the scheduled delivery date of the goods, unless prior to the expiry of the period a summons or other process instituting legal action has been served on the company; 11.3 The signature of the consignee on the waybill, in acknowledgement of having received the goods referred to therein in good order and condition, shall be prima facie proof of the goods referred to therein having been properly delivered by the company, in good order and condition; 11.4 Any claim against the company for loss or damage to the goods shall, in addition to 11.1 and 11.2, be extinguished for all purposes unless the consignee notes the nature of such loss or damage on the waybill at the time of taking delivery; 11.5 The provision of 11.4 shall apply even if the consignee may have endorsed the waybill with the words "not checked" or some similar such words; 12. IEN
- 12.1 The goods, and all documents relating thereto, as well as any refunds, repayments, claims and other recoveries processed by the company on the shipper's behalf, shall be subject to a special and general lien and pledge, in favour of the company, either for monies due in respect of such goods or for other monies due to the company by the shipper; 12.2 If any monies due to the company are not paid in full within 14 days after written notice has been given to the shipper demanding payment and noting that such goods or items have been detained, the goods or other items may be sold by auction, or otherwise disposed of, at the company's discretion and at the shipper's expense, and the net proceeds, after expenses, applied in or towards satisfaction of such indebtedness; 13. INDEMNITY
- The shipper indemnifies the company against all liabilities, damages, claims, costs and expenses incurred or suffered by the company arising directly or indirectly from, or in connection with, the shipper's instructions or their implementation by, or on behalf of, or at the instance of the company, in relation to the transportation of the goods (even where the company has consented to the transport of the goods); or any breach of the warranties given to the company by the shipper; 14. PACKING
- 14.1 The shipper's sole responsibility to ensure that all goods are properly and appropriately packed, marked, labeled and addressed, and the company shall have no obligation whatsoever in this regard; 15. GENERAL
- 15.1 These terms and conditions constitute the whole agreement between the company and the shipper as to the subject matter hereof and no agreements, representations or warranties between the company and the shipper, other than those set out in these terms and conditions are binding on the parties; 15.2 No amendment to, or alteration of, or variation of, or deletion of, or addition to, or cancellation of, these terms and conditions, whether consensual or unilateral or bilateral, shall be of any force and effect unless reduced to writing and signed by the company and the shipper; No agreement, whether consensual or unilateral or bilateral, purporting to obligate any party to sign a written agreement to amend, alter, vary, delete, add to or cancel these terms and conditions, shall be of any force and effect unless reduced to writing and signed by the company and the shipper; 15.3 No liability, indulgence or extension of time granted by the company to the shipper shall in any way prejudice the rights of the shipper, nor shall it be construed as a waiver; 15.4 Each of the provisions of these terms and conditions shall be considered as separate terms and conditions and in the event that three or more terms and conditions are affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provision shall be ineffective only to the extent of the illegality; 15.5 The validity and interpretation of these terms and conditions will be governed by, and construed in accordance with, the laws of the Republic of South Africa; 15.6 A certificate signed by a manager of the company certifying the amount due to the shipper, or certifying any other fact, matter or thing in relation to the transportation of the goods, shall be prima facie proof thereof; 15.7 The shipper authorizes the company to perform any of the following activities on its behalf in order to facilitate the transportation of the goods: the completion of any document; the making or amendment of any declaration; the entry or clearance of the goods for import or export at the expense of the shipper; the disbursement of any amount in connection with the goods; the performance of any other activity reasonably required by, or on behalf of, the company; 15.8 The shipper shall ratify, allow and confirm anything so done by the company on its behalf in good faith and shall reimburse the company for any amount so disbursed by it; 15.9 The shipper shall subcontract all or part of the transportation to any third party, on such conditions as may be stipulated by such third party; Should it do so, the third party shall have no liability whatsoever to the shipper and, in addition thereto, any limitation of liability, immunity, exemption or defence available to the company shall be extended to the third party who shall be entitled to assert and to enforce the same against the shipper in its own right; 15.10 The shipper irrevocably warrants as any right to claim against any officer or employee of the company for any act or omission committed by such officer or employee in connection with, or arising out of, the transportation of the goods; 15.11 The company is neither a common carrier nor a public carrier and may decline to transport any goods delivered into its possession.

To view the Standard Conditions of Carriage online, Please visit <http://www.postnet.co.za/standard-conditions-of-carriage>